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11 Attorneys for Defendant, UNITED AIRLINES, INC.

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 SCOTT BREITENSTEIN,

15 Plaintiff,

v.

16 UNITED AIRLINES, INC.

17 Defendants.

18 } **Case No. 2:22-cv-07204-GW-MAR**

19 } **OPPOSITION TO WRIT OF
20 EXECUTION, ECF DOCKET
21 NOS. 34, 35**

22 } **Complaint Filed: 10/04/2022
23 Dismissed: 04/24/2023**

24 I, TODD C. WORTHE, declare as follows:

25 1. I am an attorney at law duly licensed to practice before all Courts in the State of
26 California, and a partner in the law firm of Worthe Hanson & Worthe, A Law
27 Corporation, attorneys of record to Defendant United Airlines, Inc. ("United").
28 As such, I have personal knowledge of the file, pleadings and facts stated
herein. If called upon as a witness, I could and would competently testify to the
following.

29 2. As the Court is aware, following a series of filings between May 26, 2023 and
30 today, the parties are engaged in a dispute over fulfillment of the settlement
31 funds in the above-referenced matter.

32 3. After submitting a motion for a temporary restraining order and order to show
33 cause, the Court rendered a decision denying United's motion with a thorough
34 minute Order at ECF Dkt. No 31.

1 4. In the Order, the Court advised then parties to meet and confer on a schedule for
2 payment, rather than engage in the process of seeking a writ of execution, which
3 resulted in a number of deficient filings over the course of today, May 31, 2023.
4 5. Mr. McKay made no attempt to meet and confer with me on this issue, after I
5 advised him that
6 my client required ten (10) additional days to obtain payment from the insurance
7 market. There was, in fact, no dilatory conduct on the part of United and its
8 insurers, and all reasonable efforts were made to comply with Mr. McKay's
9 onerous demands, given his familiarity with the industry and its practices.
10 6. Mr. McKay proceeded headlong into his ill-advised strategy despite the Court's
11 guidance.
12 7. E-mail correspondence with Mr. McKay yesterday suggests that his dispute is
13 personal in nature, with the business practices and personnel of my client, his
14 former employer. *See Exhibit A*, hereto.
15 8. Exhibit A submitted herewith is just the latest example of the unreasonable
16 course of conduct undertaken by Mr. McKay.
17 9. While I recognize the clerical nature of the issuance of the Writ, and United
18 intends to exercise
19 any and all legal mechanisms to resolve this egregious conduct in the Courts of
20 the State of California, United respectfully submits this Declaration in
21 Opposition consistent with the Court's direction yesterday and requests any and
22 all such relief as may be appropriate under the circumstances.
23 I declare under penalty of perjury under the laws of the State of California that
24 the foregoing is true and correct.

25 Executed May 31, 2023 at Santa Ana, California.

26 /s/ Todd C Worthe
27 TODD C. WORTHE, Declarant
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